



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 17, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 December 17, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**TRANSFER OF PARK PROPERTY TO THE CITY OF RANCHO PALOS VERDES
FRIENDSHIP PARK, RANCHO PALOS VERDES
(FOURTH DISTRICT)
(5 VOTES)**

SUBJECT

Transfer of approximately 5.76 acres of a portion of Friendship Park (Park Property) to the City of Rancho Palos Verdes (City), to be used for park purposes.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County-owned real Park Property, as shown on the map and legally described in the Quitclaim Deed, is not required for County use and is surplus to any immediate or foreseeable County need.
2. Find that the proposed transfer of approximately 5.76 acres of a portion of Friendship Park is categorically exempt from the California Environmental Quality Act because the project consists of the transfer of land to preserve open space or lands for park purposes and for the reasons stated herein and the reasons reflected in the record of the project.
3. Approve the gratis transfer of the County's right, title, and interest in the portion of Friendship Park to the City of Rancho Palos Verdes, and instruct the Chairman to execute the Transfer Agreement and Quitclaim Deed.
4. Authorize the Chief Executive Office to execute any other documents necessary to complete the conveyance upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the conveyance of an approximately 5.76 acre portion of Friendship Park (Park) that is located in the City of Rancho Palos Verdes, to the City.

The County Park is operated and maintained by the County's Department of Parks and Recreation (Parks) and includes a portion of San Ramon Canyon, a deep, unstable canyon that passes through the south western corner of the Park. In the past, flooding in the canyon has resulted in soil erosion, mudslides, and landslides that have led to property damage and prolonged street closures. To mitigate the erosion that threatens the stability of the Park Property, and to alleviate the danger and costs posed by landslides onto nearby property and roads, the City is constructing a major storm drainage project within the canyon. To complete the project, the City needs a portion of the Park Property that includes a land area known as the Tarapaca landslide. Parks has indicated a willingness to transfer the 5.76 acre landslide area of the Park Property to the City.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) supports the recommended actions by transferring ownership of unstable County property that is costly to maintain and that will ensure that park property, patrons, and neighboring areas are secured from hazardous landslides.

FISCAL IMPACT/FINANCING

The acquisition of the Park Property by the City on a gratis basis will remove the County from any potential maintenance costs and safety concerns associated with ownership of the parcel, in addition to eliminating any further County exposure to liability.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conveyance of the Park Property to the City is authorized by Section 25550.5 of the California Government Code, which authorizes the transfer of a County park situated within a city, to the city for the promise of continuing to operate the property as a park upon unanimous vote of the Board.

As required by Government Code Section 65402, notification of the proposed sale was submitted to the City's Department of Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received within 40 days after the notification was provided. Notice was also given to the appropriate public agencies of the proposed conveyance as required by Government Code Section 54222.

County Counsel has reviewed the Quitclaim Deed and Transfer Agreement related to the proposed conveyance and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed transfer of approximately 5.76 acres of a portion of Friendship Park is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15325 (f) of the State CEQA Guidelines and Class 25 of the Environmental Document Reporting Procedures and Guidelines, Appendix G, because the project consists of the transfer of land to preserve open space or lands for park purposes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact on current services, as the Park Property will continue to be maintained and operated as a local public park following the transfer of ownership from the County to the City.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two executed originals of the Transfer Agreement and Quitclaim Deed for the Property conveyed, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a stylized flourish and a horizontal line.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM: RH:ls

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Parks and Recreation

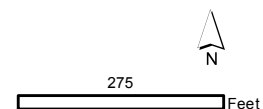


Date: 03/20/13
Map Prepared By: SM



Aerial: LAR-IAC2
Parcels: Assessor 2010
HWY's and Roads: Thomas Brothers (All rights reserved)
Trails: DPR

**PORTION OF FRIENDSHIP PARK
TO BE TRANSFERRED TO
CITY OF RANCHO PALOS VERDES
AERIAL MAP**



**PARK PROPERTY TRANSFER AGREEMENT BY AND BETWEEN
THE CITY OF RANCHO PALOS VERDES AND
THE COUNTY OF LOS ANGELES**

The City of Rancho Palos Verdes ("City") and the County of Los Angeles ("County") hereby enter into this Park Property Transfer Agreement ("Agreement") as of the 17th day of December, 2013, pursuant to Government Code Section 25550.5 for the following purpose with reference to the following facts:

RECITALS:

- A. County is the owner in fee of Deane Dana Friendship Park ("Park"), located at 1805 W. Ninth St., San Pedro California 90732.
- B. The real property that is the subject of this Agreement is a 5.76-acre area within the City of Rancho Palos Verdes at the Park's southwestern corner (hereinafter the "Property"), legally described in Exhibit "A" and depicted in Exhibit "B," said exhibits attached and incorporated herein.
- C. City desires the Property for public park and recreational purposes, and to place fill in a limited area in connection with the construction of drainage improvements in the adjacent canyon, and County is willing to quitclaim its interest in the Property, subject to the terms and conditions contained in this Agreement, and the Quitclaim Deed attached and incorporated herein as Exhibit "C."

NOW, THEREFORE, in consideration of the mutual promises contained herein, and subject to the terms, covenants and conditions herein set forth, City and County do hereby agree as follows:

- 1. Title. City understands that the Property is being transferred without any warranty regarding the condition of title to the Property. City accepts all matters of record and understands that County will not provide a policy of title insurance and makes no representations or warranties as to condition of title. County recommends that City retain, at City's sole cost and expense, a licensed title company to issue a policy of title insurance.
- 2. Consideration. Both City and County mutually agree that consideration given by City for County releasing its interest in the Property is City's agreement to continue to use and maintain the Property for public park and recreational purposes, and fill and drainage purposes as described in Recital C above, and to make the public park and recreational uses equally accessible to all residents of the County, in perpetuity, and that County shall have no claims against City for any compensation (based upon the value of the Property, or for inverse condemnation, or otherwise) with respect to the Property.

3. General Plan Conformity. In accordance with California Government Code Section 65402, City's Planning Commission has considered the location of the Property and the purpose and extent of its use as to conformity with City's General Plan, and has reported to City's City Council its findings that such use conforms to City's General Plan. Upon request, City shall promptly provide a copy of said report to County.
4. Condition of Property. City acknowledges that City is acquiring the Property "as is," solely in reliance on City's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by County or County's agents. Any information given or disclosure made to City by County or County's agents concerning the Property shall not constitute a representation or warranty made by County. City has been given the full opportunity to inspect the Property prior to execution of this Agreement. City shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property. City also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property and City agrees to accept the Property in said condition.
5. Soil Disturbance. During any soil disturbance activities undertaken by City on the Property, City agrees to retain, at its sole expense, a qualified archaeological monitor present and to comply with applicable laws, regulations, procedures and guidelines in the event that any archaeological materials are found. Any uncovered artifacts must be documented and catalogued by a qualified professional and housed at a qualified repository.
6. Safe Harbor Agreement (SHA). City acknowledges that the Park is subject to the SHA and an Endangered Species Permit (TE206847-0) and that County has transmitted copies of both documents to the City for review. City further acknowledges sole responsibility for compliance with the SHA and/or Endangered Species Permit on the Property.
7. Costs. All costs and expenses, excluding County's expenses to prepare, negotiate, execute and implement this Agreement, related to the transaction contemplated by this Agreement shall be paid by City, including the costs for surveying and preparing a legal description and map of the Property, setting any monuments, and obtaining a title insurance policy.
8. Conveyance. County shall convey the Property to Grantee by quitclaim deed (the "Deed"), subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; and b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any, c) the express condition that the Property shall be used for

undeveloped open space and drainage purposes only, in perpetuity, d) the express condition that the Property shall be open to residents of incorporated and unincorporated territory and there shall be no discrimination against or preference, gratuity, bonus or other benefit given residents of Rancho Palos Verdes not equally accorded to residents of Los Angeles County; and e) the obligation that the City operate and maintain the Property as a park or recreational facility.

9. Recording. County shall prepare the Deed releasing County's right, title and interest in and to the Property unto the City of Rancho Palos Verdes. Upon execution of this Agreement, City shall promptly provide County with City's certificate or resolution of acceptance pursuant to Government Code Section 27281, in order for County to cause the Deed to be recorded in the official records of the Los Angeles County Recorder. City hereby represents to County that the Deed attached hereto as Exhibit "C" is sufficient to release County's interest in the Property described thereon.
10. Delivery of Deed. County shall transmit to City a copy of the Deed stamped by the Recorder, the original of which shall be mailed to City by the Recorder at the address for notice to City pursuant to Section 15 hereof.
11. Mineral Rights. County reserves to itself and excepts from the conveyance contemplated herein all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
12. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from County to City upon recordation of the Deed.
13. Brokerage Commission. City and County hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.
14. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.
15. Assignment. City shall not assign or attempt to assign this Agreement or any rights hereunder, to any person or entity without County's prior written consent. Any such assignment or purported assignment without County's prior written consent shall be null and void, and of no force and effect whatsoever.

16. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County: County of Los Angeles, Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Chris Montana, Acting Director of Real Estate
Division

To City: City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275
Attention: Les Jones, Interim Director of Public Works

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the same manner detailed in this paragraph.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced. Notwithstanding the above, in the event the portion of the Agreement declared to be invalid, illegal or unenforceable substantially affects the benefit of the bargain derived by either party as a result of entering into this Agreement, then the parties shall cooperate to rewrite such portion of the Agreement so as to comply with existing law and to preserve the original intent of the portion(s) of the Agreement deemed unenforceable; provided that any rewritten provision must be agreed upon by both parties.

18. Binding on Successors. Subject to the limitations set forth herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
19. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.
20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
21. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, base upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
22. Hold Harmless and Indemnification. The City agrees not to assert or assign any claims, it may have against County or its Special Districts, elected and appointed officers, employees, and agents with respect to liabilities, expenses (including without limitation defense costs and legal fees) and for damages of any nature whatsoever, related to the Property arising out of events or conditions first occurring during or prior to County's period of ownership of the Property. City shall also indemnify, defend and hold harmless County, its Special Districts, elected and appointed officials, officers, employees, and agents (collectively the "County") from and against any and all liability, loss, costs and expenses (including attorney and expert witness fees), arising from any failures by City to comply with the California Environmental Quality Act in connection with this Agreement. County agrees not to assert or assign any claims against City or its elected and appointed officers, employees and agents with respect to liabilities, expenses (including without limitation defense costs and legal fees) and damages of any nature whatsoever related to the Property that may have arisen prior to the date hereof.
23. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both City and County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first written above.

ATTEST:

CITY OF RANCHO PALOS VERDES

By: Carla Morreale
Carla Morreale, City Clerk

By: Susan Brooks
Susan Brooks, Mayor

APPROVED AS TO FORM:

By: Carol Lynch
Carol Lynch, City Attorney

ATTEST:

COUNTY OF LOS ANGELES

A body politic and corporate

SACHI A. HAMAI
Executive Officer, Clerk of the
Board of Supervisors

By: Don Krabe
Chair, Board of Supervisors

By: [Signature]
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel



By: [Signature]
Deputy

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14

DEC 17 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY
CITY OF RANCHO PALOS VERDES

THAT PORTION OF LOT III OF THE SUBDIVISION OF LOT M OF THE ORIGINAL PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 47 OF RECORD OF SURVEYS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT III;

THENCE NORTH 26°47'40" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT III, A DISTANCE OF 966.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 18°00'52" EAST, A DISTANCE OF 277.37 FEET;


THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 601.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT III THAT IS SOUTH 89°43'32" EAST 521.75 FEET FROM SAID SOUTHWESTERLY CORNER;

THENCE NORTH 89°43'32" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 521.75 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 251,050 SQUARE FEET (5.7633 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

 03/26/13
RICHARD C. MAHER, P.L.S. 7564 DATE
THIS DOCUMENT PRELIMINARY UNLESS SIGNED



AREA OF DEDICATION
±251,050 S.F. (5.7633 AC.)



14 03 2015 10:00 - 10:00
 14 03 2015 10:00 - 10:00

A circular seal for a Licensed Land Surveyor. The outer ring contains the text "LICENSED LAND SURVEYOR" at the top and "STATE OF CALIFORNIA" at the bottom, separated by two stars. The center of the seal contains the name "RICHARD C. MAHER" and the license number "NO 7564".

EXHIBIT C
QUITCLAIM DEED– COUNTY OF LOS ANGELES TO CITY OF RANCHO PALOS VERDES

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275
Attention: Les Jones, Interim Director
of Public Works

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Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 7560-028-900 (PORTION)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic ("County")**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

CITY OF RANCHO PALOS VERDES ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all rights to oil, gas, hydrocarbons, and other minerals in and under the Property but without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Rancho Palos Verdes, County of Los Angeles, State of California, and is further described in Exhibit A, which is incorporated herein by reference as though set forth in full.

SUBJECT TO:

- a. All taxes, interest, penalties and assessments of record, if any;
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any;

- Dated _____ COUNTY OF LOS ANGELES
COLA LOG NO. _____ By _____
Mark Ridley-Thomas
Chair, Board of Supervisors

On _____, before me, _____,
(insert name and title of the officer)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____ (Seal)

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2013, the facsimile signature of _____, Chair, Board of Supervisors, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-Clerk of the
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:


JOHN F. KRATTLI
County Counsel

By: _____
Deputy

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Quitclaim Deed dated _____, 2013, from THE COUNTY OF LOS ANGELES, to the City of Rancho Palos Verdes, which is a political corporation, is hereby accepted by the undersigned officer on behalf of the City of Rancho Palos Verdes pursuant to the authority conferred by action of the City Council of the City of Rancho Palos Verdes on July 16, 2013, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 7-26-13


Carolyn Lehr, City Manager

Attest:

Carla Morreale
Carla Morreale, City Clerk

State of California
County of Los Angeles
City of Rancho Palos Verdes

On July 26, 2013 before me, Carla Morreale, Notary Public
Date Insert Name and Title of the Officer

personally appeared Carolyn Lehr, who proved to me on the basis of
Name of Signer(s)

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Carla Morreale
Signature of Notary Public

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY
CITY OF RANCHO PALOS VERDES

THAT PORTION OF LOT III OF THE SUBDIVISION OF LOT M OF THE ORIGINAL PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 47 OF RECORD OF SURVEYS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT III;

THENCE NORTH 26°47'40" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT III, A DISTANCE OF 966.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 18°00'52" EAST, A DISTANCE OF 277.37 FEET;


THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 601.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT III THAT IS SOUTH 89°43'32" EAST 521.75 FEET FROM SAID SOUTHWESTERLY CORNER;

THENCE NORTH 89°43'32" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 521.75 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 251,050 SQUARE FEET (5.7633 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


RICHARD C. MAHER, P.L.S. 7564 03/26/13 DATE
THIS DOCUMENT PRELIMINARY UNLESS SIGNED



0 75 150
SCALE: 1"=150'

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

PAGE 1 OF 1

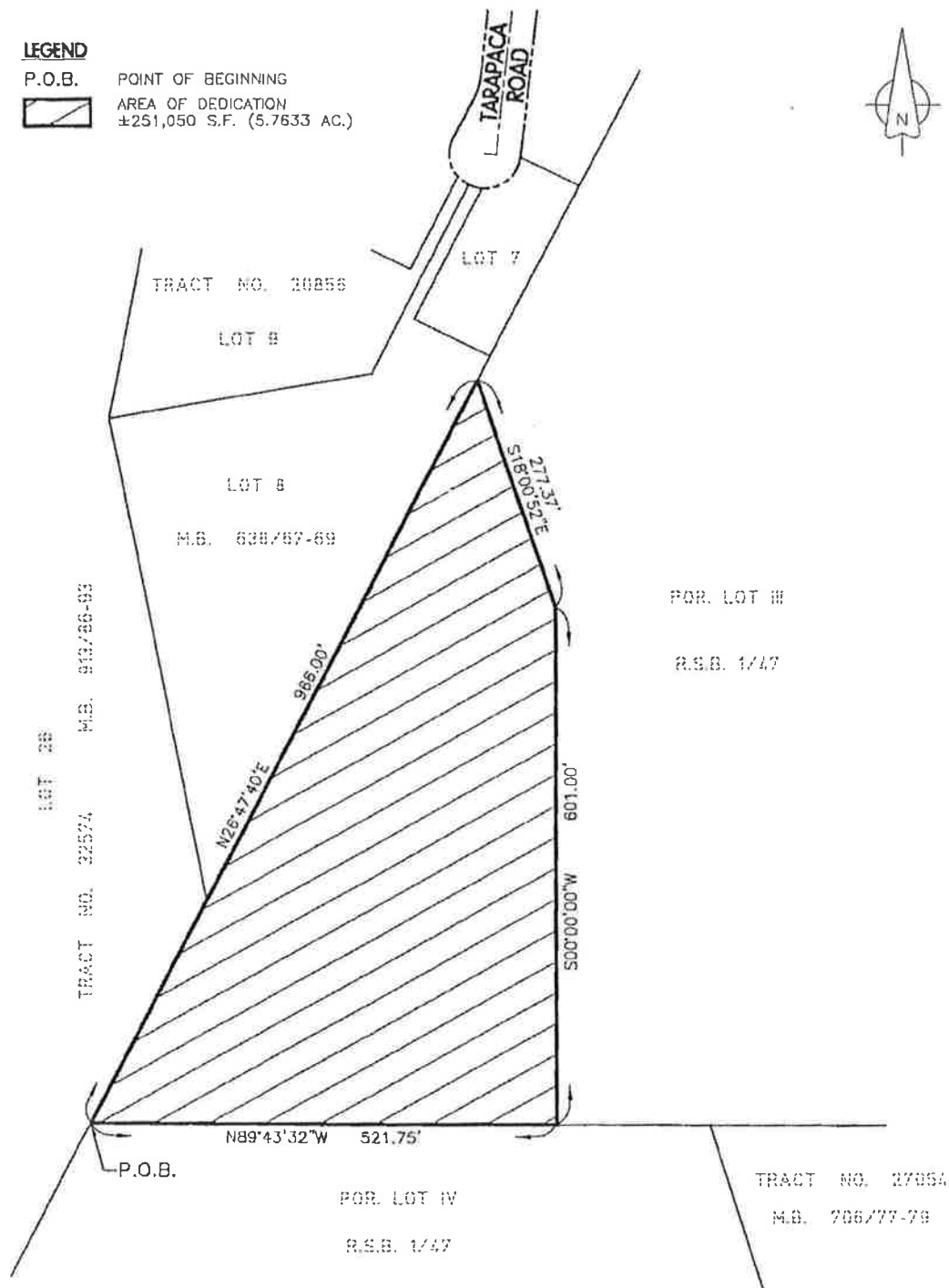
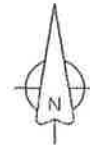
LEGEND

P.O.B.

POINT OF BEGINNING



AREA OF DEDICATION
±251,050 S.F. (5.7633 AC.)



Richard C. Maher
RICHARD C. MAHER, PLS 7564 (CA)
THIS DOCUMENT PRELIMINARY UNLESS SIGNED

03/26/13



RESOLUTION NO. 2013-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES MEMORIALIZING THE CITY COUNCIL'S PRIOR APPROVAL OF THE CONVEYANCE OF A SMALL PORTION OF PROPERTY OWNED BY THE COUNTY OF LOS ANGELES TO THE CITY OF RANCHO PALOS VERDES

Whereas, the San Ramon Canyon Storm Water Flood Reduction Project design calls for the partial filling of the San Ramon canyon from the upstream inlet structure in the canyon to the downstream City Boundary for a distance of 1,140-feet; and

Whereas, the last 240-feet of the canyon passes through a corner of Friendship Park, which is owned by the County of Los Angeles ("County"); and

Whereas, the County is willing to transfer a 5.76 acre corner of the County's property that extends across the canyon ("the Property"), to the City of Rancho Palos Verdes ("City") at no cost to the City; and

Whereas, the City retained the Source Group to perform a Phase 1 environmental assessment with respect to the Property, which demonstrated that there is no environmental contamination present on the Property; and

Whereas, the EIR that was prepared for the San Ramon Project previously analyzed the environmental effects of the San Ramon Project, including the placement of the fill in the canyon and on the Property, in accordance with the requirements of the California Environmental Quality Act; and

Whereas, the City has obtained a preliminary title report to verify the condition of the title to the Property; and

Whereas, the proposed acquisition of the Property was presented to the Planning Commission on April 9, 2013, where a finding was made that the proposal conforms to the City's General Plan, pursuant to Government Code Section 65402; and

Whereas, the property is contiguous with City-owned open space and will allow for the development of trails in the future to connect Friendship Park with the City's trail system, and by the approval of the Agreement with the County, the City is obligated to operate the Property as a park or recreational facility with equal access to everyone; and

Whereas, the City also is agreeing to acquire the Property subject to an existing Safe Harbor Agreement and Endangered Species Permit with which the City must continue to comply in its administration of the Property; and

Whereas, on July 16, 2013, the City Council of the City previously reviewed and approved the Agreement with the County to accept the Property and authorized the Mayor to execute the Agreement on behalf of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Each of the foregoing recitals is true and correct and is incorporated into this Resolution.

Section 2. The City Council's prior approval of the Agreement with the County of Los Angeles, whereby the County will convey the Property to the City, and the City will accept the Property subject to the provisions of the Agreement, is hereby memorialized by the adoption of this Resolution.

Section 3. The Mayor and City Clerk are authorized to execute the Agreement for the transfer of the Property, and the City Manager and the City Clerk are authorized to execute the certificate of acceptance for the Property.

PASSED, APPROVED AND ADOPTED, this 6th day of August 2013.



Mayor

Attest:



City Clerk

State of California)
County of Los Angeles) ss
City of Rancho Palos Verdes)

I, Carla Morreale, City Clerk of the City of Rancho Palos Verdes, hereby certify that the above Resolution No. 2013-49, was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on August 6, 2013.



City Clerk

QUITCLAIM DEED- COUNTY OF LOS ANGELES TO CITY OF RANCHO PALOS VERDES

	*
RECORDING REQUESTED BY	*
County of Los Angeles	*
AND MAIL TO	*
City of Rancho Palos Verdes	*
30940 Hawthorne Boulevard	*
Rancho Palos Verdes, California 90275	*
Attention: Les Jones, Interim Director	*
of Public Works	*

Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 7560-028-900 (PORTION)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic ("County")**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

CITY OF RANCHO PALOS VERDES ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all rights to oil, gas, hydrocarbons, and other minerals in and under the Property but without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Rancho Palos Verdes, County of Los Angeles, State of California, and is further described in Exhibit A, which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any;
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any;
- c. the express condition that the Property shall be used for undeveloped open space purposes only, in perpetuity, drainage, and for a limited area of fill in connection with drainage improvements in the adjacent canyon;
- d. the express condition that the Property shall be open to residents of incorporated and unincorporated territory and there shall be no discrimination against or preference, gratuity, bonus or other benefit given residents of Rancho Palos Verdes not equally accorded to residents of the County of Los Angeles; and
- e. the obligation that the Grantee operate and maintain the Property as a park or recreational facility, and for drainage and for a limited area of fill in connection with drainage improvements in the adjacent canyon.

Dated DEC 17 2013

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By



Don Knabe
Chair, Board of Supervisors




STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this 17th day of December, 2013, the facsimile signature of **DON KNABE**, Chair, Board of Supervisors, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-Clerk of the
Board of Supervisors, County of Los Angeles

By  Deputy



APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: 
Deputy

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY
CITY OF RANCHO PALOS VERDES

THAT PORTION OF LOT III OF THE SUBDIVISION OF LOT M OF THE ORIGINAL PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 47 OF RECORD OF SURVEYS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT III;

THENCE NORTH 26°47'40" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT III, A DISTANCE OF 966.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 18°00'52" EAST, A DISTANCE OF 277.37 FEET;


THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 601.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT III THAT IS SOUTH 89°43'32" EAST 521.75 FEET FROM SAID SOUTHWESTERLY CORNER;

THENCE NORTH 89°43'32" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 521.75 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 251,050 SQUARE FEET (5.7633 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

 03/26/13
RICHARD C. MAHER, P.L.S. 7564 DATE
THIS DOCUMENT PRELIMINARY UNLESS SIGNED



